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court possession, the above rule does not apply and the state court was not precluded from taking possession. The Supreme Court has never passed directly upon this point, but the weight of authority in the federal courts is to the contrary. *Bank & Trust Co. v. Folsom* (C. C. A.), 21 Fed. 568; *Gates v. Bucki* (C. C. A.), 4 Fed. Rep. 116. It seems that the court might well have granted the relief asked.

ATTORNEY AND CLIENT—CONTRACTS BETWEEN—FRAUDULENT CONVEYANCE.—A petition alleged that the petitioner on the advice of his lawyer had conveyed all his property to another person, also a lawyer, to defeat a recovery in a breach of promise suit and that the petitioner's attorney and the other lawyer to whom the property had been conveyed had conspired together to deprive the petitioner of his property by refusing to reconvey. Held, that the petition showed a cause of action. *Richardson v. Johnson* (1905), — La. —, 39 So. Rep. 449.

This case is interesting because of the peculiar facts involved and shows how zealously the courts will guard the interest of a client. The court says "that the client may sue on a contract made with his attorney which he could not attack if made with another person, and the doctrine may be extended to the case of a contract alleged to have been entered into by one attorney with the client of another and superinduced by a conspiracy between the two attorneys to injure or despoil the client." The general rule is, that a conveyance fraudulent as to both parties cannot be attacked by either since the law gives no action for the enforcement of fraudulent contracts. *Mason v. Baker*, 8 Ky. 208, 10 Am. Dec. 724; *Broughton v. Broughton*, 4 Rich. Law 491; *Hess v. Final*, 32 Mich. 515; *Neal v. Neal*, 26 Ky. Law Rep. 962; 82 S. W. 981. A breach of promise to marry constitutes the person to whom the promise is made a creditor from the time of the breach. 14 AM & ENG. ENC. OF LAW (2nd Ed.) 252, and cases cited. And as a conveyance to defeat the creditor is fraudulent the courts will not generally relieve the grantor if the grantee will not reconvey. But as laid down in the principal case, though the attorney and client may both be in delicto, they are not necessarily in *pari delicto* and a conveyance will be set aside for any fraud. *Yerkes v. Crum*, 2 N. D. 72; *Hooker v. Oxford*, 33 Mich. 453; *Jennings v. McConnell*, 17 Ill. 148. However, the fact that the defendant holding the land was a lawyer should not of itself give cause for enforcing a reconveyance in contravention of the rule before mentioned, though the court lays some stress on the fact that he was an officer of the court. The bill was sustained because of the allegation of confederacy between plaintiff's lawyer and the other defendant. *Young v. Murphy*, 97 N. W. 496. In this case the facts were somewhat similar except that the lawyer's wife held the title. A reconveyance was ordered.

BANKRUPTCY—PREFERENCES—SECURING ATTORNEY'S FEE.—Being financially embarrassed, Strait employed Fowler as an attorney to negotiate with his creditors for an extension of time, and as a retainer assigned to him promissory notes aggregating \$1500 and a mortgage securing the same. Bankruptcy proceedings being unavoidable, Strait agreed that Fowler should have \$530 for representing him in them and the remainder of the \$1500 for having